2011-CC00174

IN THE CIRCUIT COURT OF SAINT CHARLES COUNTY, MISSOURI

TRIBUS, LLC,)	
)	
Plaintiff,)	
)	
v.)	**Case No.** _____
)	
DANIEL GALE AGENCY, INC.)	
)	
Serve at:)	**Division** _____
Registered Agent, New York State,)	
Department of State,)	
Division of Corporations, State Records)	
and Uniform Commercial Code)	
99 Washington Avenue 6th floor)	
Albany, NY 12231)	
)	
Daniel Gale Agency, Inc.)	
36 Main Street)	
Cold Spring Harbor, New York, 11724)	
)	

PETITION FOR BREACH OF CONTRACT

Plaintiff, Tribus, LLC ("Plaintiff"), by and through its undersigned counsel, and for its petition for breach of contract ("Petition") against defendant, Daniel Gale Agency, Inc. ("Defendant"), states as follows:

PARTIES, JURISDICTION, AND VENUE

1.   Plaintiff is, and at all times relevant has been, a Missouri limited liability company in good standing with a business address of 5640 B Telegraph Road, St. Louis, MO 63129. As such, Plaintiff has the capacity to bring this suit.

2.   Defendant is, and at all times relevant has been, a foreign corporation with its principal place of business in the State of New York.

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EXHIBIT 2

3.   Plaintiff and Defendant entered into a Development and Licensing Agreement on or about June 25, 2018 ("Agreement") whereby Plaintiff was to provide Defendant with various intranet and extranet services including but not limited to the development of custom software and the hosting of Defendant's data. The Agreement is attached as **Exhibit 1**.

4.   Jurisdiction is proper in this Court as the subject matter of this action falls within the general jurisdiction of this Court. Further, both Plaintiff and Defendant consented to and submitted themselves to the jurisdiction of this Court. *See* **Exhibit 1**.

5.   Venue is proper in this Court because Plaintiff and Defendant agreed that St. Charles County, Missouri is the jurisdiction where they would litigate any disputes arising out of or relating to the Agreement. *See* **Exhibit 1**.

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COUNT I - BREACH OF AGREEMENT

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COMES NOW Plaintiff, by and through its undersigned counsel, and for Count I of its Petition against Defendant, states as follows:

6.   Plaintiffs re-alleges and incorporates by reference the allegations of the foregoing paragraphs as though fully set forth herein.

7.   On or about June 25, 2018, Plaintiff and Defendant entered into the Agreement whereby Plaintiff, in consideration for payment by Defendant, agreed to provide various intranet and extranet products and services to Defendant.

8.   Per the Agreement, Defendant agreed to pay Plaintiff pursuant to the various payment schedules for the products and services that Plaintiff would be providing Defendant.

9.   On or about June 25, 2018, Plaintiff began its performance under the Agreement.

10.   At all times, Plaintiff has fully performed all its obligations under the Agreement.

11.   At first Defendant was making regular payments to Plaintiff, but these payments were frequently late under the terms of the Agreement.

12.   Plaintiff, in a good faith effort to work with Defendant, continued to perform all of its obligations under the Agreement and continually sought Defendant's compliance with the terms of the Agreement, including but not limited to timely payment.

13.   However, beginning in mid-summer 2019, Defendant stopped making payments under the terms of the Agreement despite Plaintiff's continued performance.

14.   Plaintiff had fully performed all of its obligations under the Agreement and had satisfied any conditions precedent to Defendant's obligation to pay Plaintiff, but Defendant, without justification, stopped making payments to Plaintiff that conformed to the Agreement

15.   Plaintiff continued to perform its obligations under the Agreement, including but not limited to the provision of ongoing services such as hosting data for Defendant, despite Defendant's failure to pay under the terms of the contract.

16.   As of the date of filing, Defendant owes Plaintiff over $130,000.00 in payments due under the terms of the Agreement.

17.   Plaintiff has demanded that Defendant pay Plaintiff for all of the amounts due under the Agreement; however, Defendant has unjustifiably failed and refused, and continues to fail and refuse, to pay Plaintiff the amounts due and owing under the Agreement.

18.   To date, Plaintiff continues to provide various services to Defendant, including hosting Defendant's data, and additional monies due and owing to Plaintiff continue to accrue under the terms of the Agreement.

19.   Defendant materially breached the Agreement by failing to make payments under the Agreement to Plaintiff.

20.   Defendant has no valid justification for its breach of the Agreement.

21.   As a direct and proximate result of Defendant's breach of the Agreement, Plaintiff has sustained damages in excess of $25,000.00 in an amount to be proven at trial.

WHEREFORE, Plaintiff Tribus, LLC hereby prays for judgement against Daniel Gale, Agency, Inc. for the amounts due under the Agreement in an amount in excess of $25,000.00 to be proven at trial, plus prejudgment interest at the statutory rate, its costs incurred herein, post-judgement interest at the statutory rate, and for such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

Respectfully submitted,

ROSS & VOYTAS, LLC

By: /s/ Richard A. Voytas, Jr.
Richard A. Voytas, Jr., #52046
rick@rossvoytas.com
Nathan K. Bruns, #71812
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12444 Powerscourt Dr., Ste 370
St. Louis, MO 63131
Phone: (314) 394-0605
Fax: (636) 333-1212

Attorneys for Plaintiff

DEVELOPMENT AND LICENSING AGREEMENT

This Development and Licensing Agreement ("**Agreement**") is made and entered into as of June 25, 2018 ("**Effective Date**"), by and between Tribus LLC, Missouri limited liability company, with offices at 5640 B Telegraph Rd, St Louis, Missouri 63129 ("**Tribus**"), and Daniel Gale Agency, Inc., a New York corporation ("**DGAI**"), with offices at 36 Main Street, Cold Spring Harbor, NY 11724 and Tribus are collectively hereinafter referred to as the "**Parties**," and individually as a "**Party.**"

1.   **Services.** During the Term, Tribus agrees to perform the services set forth below and more specifically listed on Exhibits A and B to this Agreement (collectively "**Services**").

(a)   Systems.   Tribus will provide back-end system software in accordance with DGAI's specifications set forth in Exhibits A and B (collectively, the "**System**") and certain related consulting services.

(b)   Custom CRM Changes. Tribus will provide custom development of specific changes and enhancements to Tribus' customer relationship management software (the "**Software**") and license the Software and the related documentation ("**Documentation**") to DGAI and its affiliates as set forth in Section 3 below. The changes and enhancements to the Software are identified as part of this Agreement in Exhibit D. Any such changes shall be considered a part of the **Services**.

(c)   Payment.   In consideration of the Services and the license to the Software and the Documentation, DGAI will pay Tribus the amounts listed on Exhibits C & D to this Agreement.

2.   **Additional Services**. During the Term Tribus may also perform upon DGAI's request certain additional services for DGAI ("**Additional Services**").   Any Additional Services will be provided under a Task Order executed by the Parties. Each Task Order shall be generally in the form set forth in Exhibit E. Each fully executed Task Order shall be subject to and part of this Agreement. To the extent there is any inconsistency or conflict between the terms of any Task Order and the terms of this Agreement, the terms of the Task Order shall control.

3.   **License**. Tribus hereby grants DGAI, its affiliated entities, and their respective agents, during the Initial Term and each Renewal Term of this Agreement, a worldwide, nonexclusive license to use the Software and the related documentation (the "**Documentation**"). DGAI shall have the right to use the Software and the Documentation in connection with the conduct of its business and the System. Subject to the rights of DGAI under this Agreement, all right, title, and interest in and to the Software and the Documentation shall remain with Tribus, and Tribus shall have the right to license the Software and Documentation to third parties.

4.   **MLS IDX Data.** Upon written approval from DGAI, DGAI agrees to allow Tribus to use IDX data from each MLS in which DGAI operates. DGAI shall be responsible at all times to operate within the requirements of each individual MLS's policies and will be responsible for any fees incurred for said use of the data outside of the "System". Furthermore, should any MLS in which DGAI operates change their RETS feed or any other issue that would require changes to the System or Deliverables, DGAI shall be responsible for the hours of development at Tribus market rate at the time said changes are made. Tribus will enter into an agreement with each MLS, naming DGAI as Tribus' client, and each such agreement shall be subject to DGAI's review and approval.   Should for any reason an MLS choose not to work with Tribus, or should an MLS not offer a data feed using the RETS standard, DGAI shall cover any additional fees required to connect the System and Deliverables to another IDX vendor. DGAI shall be responsible for any fees charged by any MLS to connect and maintain the System to any such MLS system.

5.   **Use of DGAI Name and Marks**. Tribus may use DGAI's name, trademarks, logos, insignias, website representations and any other graphical or text representations of DGAI in Tribus marketing materials only with the prior written approval of DGAI, which it may give or withhold in its sole discretion.

6.   **Hiring of Personnel**. If DGAI hires any Tribus personnel who perform work in connection with this Agreement, and such hiring occurs during or within one year after the termination of this Agreement,

DGAI will pay Tribus a "finder's" fee equivalent to the last three (3) months total earnings of the hired employee immediately prior to such hiring.

7.   Management. Tribus will appoint an individual (the "**Tribus Representative**"), who will serve as Tribus' representative under this Agreement, and DGAI will appoint an individual (the "**DGAI Representative**"), who will serve as DGAI's representative under this Agreement. Each of the Tribus Representative and the DGAI Representative (i) will have overall responsibility for managing and coordinating the performance of their respective Party's obligations under this Agreement [and each Task Order], and (ii) will be authorized to act on their respective Party's behalf concerning all matters relating to this Agreement and each Task Order.

8.   Term and Termination. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated, shall continue through the third anniversary of the date when the System is deployed and accepted in writing by DGAI, as set forth in Exhibit D (the "**Initial Term").** After the Initial Term, the Agreement shall renew automatically for two (2) year terms (each, a "**Renewal Term**"). For a period of time beginning upon completion of requested changes to the Services listed in Exhibit F and continuing through the start of the Initial Term (the "**Pre-Term**"), DGAI agrees to license certain Services from Tribus set forth in Exhibit F. During the Pre-Term, DGAI agrees to pay monthly licensing and setup fees as set forth in Exhibit F. Either Party may provide the other with written notice of nonrenewal at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. This Agreement may be terminated as follows:

(a)   *Termination for Cause*. If either Party breaches a material obligation under this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice from the other Party identifying such breach, then the non-breaching Party may terminate this Agreement by providing the breaching Party with prior written notice of termination. In addition, DGAI shall have the right to terminate this Agreement immediately upon written notice to Tribus as set forth in Section 1 F of Exhibit A hereto.

(b)   Cooperation with Migration. Upon the expiration or other termination of this Agreement, Tribus will provide reasonable cooperation to DGAI during a 30-day period thereafter in transitioning the services provided by Tribus to another provider, including but not limited to exporting website templates and transferring DGAI Data (as defined in Section 11(h) below). Tribus shall charge DGAI its standard rate of $250 an hour for such transition services.

9.   Confidentiality.

(a)   Confidential Information. Each Party ("Receiving Party") acknowledges and agrees that pursuant to this Agreement, it and its personnel may have access to confidential and proprietary information and materials belonging to the other Party ("Disclosing Party"), whether disclosed electronically, orally, in writing, or by display which is not generally disclosed to or known by public, concerning or pertaining to the business of the Disclosing Party ("**Confidential Information**"), including, without limitation, trade secrets, data, reports, methods, techniques, procedures, designs, formulas, processes, methodologies, forecasts, development, technical, manufacturing and marketing plans, employees, partners, customers, suppliers, and/or projects, and that such information is commercially valuable to the Disclosing Party or is otherwise confidential and proprietary to the Disclosing Party.

(b)   Ownership. The Receiving Party agrees that nothing in this Agreement grants to it any license, right, title or interest in or to the Confidential Information of the Disclosing Party, except as expressly set forth herein. The Disclosing Party reserves all rights to Confidential Information not expressly granted in this Agreement.

(c)   Permitted Use. The Receiving Party agrees and acknowledges that the Disclosing Party's sole purpose in disclosing Confidential Information to the Receiving Party or allowing the Receiving Party access to such information is to aid the Receiving Party in performing the Services hereunder. The Receiving Party agrees to use Confidential Information solely for the purposes of the applicable SOW (in

the case of Tribus) and pursuant to the terms of this Agreement and for no other purpose whatsoever. The Receiving Party agrees that it and each of its personnel (and subcontractors) will receive and hold such information in the strictest confidence. The Receiving Party shall use its best efforts to protect the confidentiality of Confidential Information but in no event any less care than that the Receiving Party takes to protect its own confidential information, and will cause others to protect such information no less than to the extent set forth here. The Receiving Party agrees to provide the Disclosing Party with such further assurances as requested by the Disclosing Party from time to time.

(d)   Restrictions. The Receiving Party further agrees that, without the prior written consent of the Disclosing Party or as expressly permitted under the Agreement, the Receiving Party shall not disclose to third parties or otherwise use any information obtained from or through the Disclosing Party in connection with this Agreement, unless (a) the information is rightfully known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) the information is, at the time of disclosure to the Receiving Party, then in the public domain; or (c) the information is obtained by the Receiving Party from a third party who did not receive the same, directly or indirectly, from the Receiving Party.

(e)   Obligations after Expiration or Termination. Upon the Disclosing Party's written request or upon expiration or termination of this Agreement for any reason, the Receiving Party will promptly:

(i)   return or destroy, at the Disclosing Party's option, all originals and copies of all documents and materials it has received containing the Disclosing Party's Confidential Information;

(ii)   deliver or destroy, at the Disclosing Party's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Receiving Party or prepared under its direction or at its request from the documents and materials referred to in subsection (i), and

(iii)   promptly either will return to the Disclosing Party all materials, in whatever form, and copies thereof containing any Confidential Information or will destroy or erase such materials; and in the event that such materials are to be destroyed, the Receiving Party will provide the Receiving Party with a certification of such destruction signed by an authorized representative of the Receiving Party.

(f)   Existing Obligations. This Section supplements and does not supersede any written confidentiality or nondisclosure agreement existing between the Parties.

10.   Intellectual Property Rights.

(a)   Definitions. For the purposes of this Agreement:

(i)   "Intellectual Property" means any patents, patent rights, copyrights, trade secrets, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto.

(ii)   "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modifications of a work, and any similar right, existing under the law of any country, or under any treaty.

(iii)   "Preexisting Intellectual Property" means all Intellectual Property (including said rights thereto) that such party owned prior to the commencement of the Services under this Agreement.

(b)   Tribus Rights. As between DGAI and Tribus, Tribus is deemed to own (i) Tribus' Preexisting Intellectual Property and Intellectual Property created after execution of this Agreement which is created by Tribus, at it's own expense, pertaining to the Software, including its rights in the Documentation,; and (ii) any new Intellectual Property it creates independent of its performing the Services and delivering the deliverables under this Agreement (collectively, "**Deliverables**").

(c)   License Grant. As between DGAI and Tribus, DGAI owns (i) DGAI's Preexisting Intellectual Property, and any modifications, derivatives, or improvements made thereto; and (ii) any new Intellectual Property created in connection with the development of the System and the related Services

and/or Deliverables.   In the event Tribus' Intellectual Property and/or Preexisting Intellectual Property is incorporated into the Deliverables or is necessary for DGAI to use the Deliverables, Tribus hereby grants to DGAI a worldwide, nonexclusive, right and license to use (internally and externally) and display Tribus' Intellectual Property and/or Preexisting Intellectual Property, to the extent incorporated into or used by the Deliverables during the term of this Agreement.

(d)   Rights to Deliverables. Notwithstanding any other provision of this Agreement and except for Tribus' Intellectual Property, the Parties agree that all Intellectual Property in the Deliverables or in any Task Order, including without limitation any and all website templates, customized source code and other work product created under this Agreement shall be the sole and exclusive property of DGAI on the date this Agreement expires and shall be considered "works made for hire." DGAI may at no time charge any other party other than employees and agents affiliated with DGAI for the usage of either the Deliverables or Tribus' Intellectual Property.

(e)   Limited Rights. During the Initial Term and any Renewal Term of this Agreement, DGAI grants Tribus a nonexclusive, nontransferable right to utilize DGAI Preexisting Intellectual Property and DGAI Intellectual Property solely to the extent necessary for Tribus to perform the Services and deliver Deliverables under this Agreement, and for no other purpose.

(f)   Ownership. For the sake of clarity, Tribus shall retain rights to all Intellectual Property created by Tribus not explicity stated in this the Deliverables or in any other Task Order (including the license rights received by Tribus from any third party) and the Documentation and DGAI shall own all other rights in the System. For the sake of clarity, upon termination of this Agreement DGAI shall have no ownership rights in the Software and the Documentation. As between the Parties, all data provided, made available, or generated by DGAI, its affiliates or their respective agents pertaining to the System ("DGAI Data") shall remain the sole and exclusive property of DGAI. Tribus shall use commercially reasonable efforts to prevent the loss of or damage to any DGAI Data, including without limitation maintaining commercially reasonable back-up procedures and systems. If DGAI notifies Tribus of any loss or damage to DGAI Data, Tribus will use commercially reasonable efforts to reconstruct any such DGAI Data at DGAI's expense, but at no time shall Tribus be liable for loses of such data.

11.   Limited Warranty regarding System and Services. TRIBUS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AND THAT THE SYSTEM WILL BE ACCESSIBLE AND OPERATE IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE REQUIREMENTS SET FORTH IN EXHIBIT A AND B. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCES, TRIBUS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES OR THE SYSTEM, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR SUITABILITY; ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES.

(a)   **Warranty regarding Software**. Tribus warrants that, during the Initial Term and each Renewal Term, (the "**Warranty Period**"), the Software will conform to the performance standards and specifications (collectively, the "**Specifications**") set forth in the Documentation and this Agreement. Except as otherwise provided in this Agreement, Tribus does not warrant that the functions contained in the Software will meet DGAI's requirements or will operate in the combination that DGAI selects for use, or that the operation of the Software will be uninterrupted or error free, or that all defects in the Software will be corrected by Tribus. Tribus's responsibility under this warranty shall be limited to correcting the portion of the Software that fails to perform substantially in accordance with the Specifications or, at the option of Tribus, refunding the applicable license fees for any month in which this is the case, in which event Licensee shall return all copies of the Software and the Documentation. Tribus shall have no liability under the foregoing warranty if (a) Licensee decompiles, reverse engineers, or modifies the Licensed Software without Tribus's prior written consent, or (b) the failure to perform is caused in whole or in part by persons other than Tribus or by products, equipment, or computer programs not furnished by Tribus.

Tribus warrants that, to the best of its knowledge, the Software when physically delivered under this Agreement will not contain programming code or instruction(s) constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files, or hardware (collectively "**Viruses**"). Further, Tribus covenants that it will not activate any disabling code contained in the Software on less than 14 (14) days prior written notice to DGAI. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS SECTION 12 OR THIS AGREEMENT, TRIBUS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE.

12.   Independent Contractor.   Tribus's relationship with DGAI will be that of an independent contractor and not that of an employee. Tribus shall be solely responsible for determining the method, details and means of performing the Services. Tribus may, at Tribus's own expense, employ or engage the service of such employees or subcontractors as Tribus deems necessary to perform the Services required by this Agreement (the "Assistants"). Such Assistants are not the employees of DGAI and Tribus shall be wholly responsible for the professional performance of the Services by his Assistants. Tribus shall ensure that all Assistants perform the Services in accordance with the terms, covenants and conditions of this Agreement and any applicable SOW (including without the limitation the Non-Disclosure Agreement). Neither Tribus, nor any agent or employee of Tribus, has authority to enter into contracts that bind DGAI or create obligations on the part of DGAI without the prior written authorization of DGAI. Tribus acknowledges and agrees that Tribus (and also Tribus's employees, if any) will not be eligible for any DGAI employee benefits. Tribus shall have full responsibility for applicable withholding taxes for all compensation paid to Tribus, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Tribus's self-employment, sole proprietorship or other form of business organization, and Tribus's partners, agents and employees, including, without limitation, state worker's compensation insurance coverage requirements and any United States immigration visa requirements or requirements relating to eligibility to work in the United States. Tribus agrees to indemnify, defend and hold DGAI, its successors, assigns, agents, officers, directors and employees, harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including but not limited to any liability for, or assessment of, withholding taxes imposed by the relevant taxing or other authorities with respect to any compensation paid to Tribus or Tribus's partners, agents or its employees.

13.   Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR DAMAGES ARISING UNDER INDEMNIFICATION, INTELLECTUAL PROPERTY OR CONFIDENTIALITY SECTIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.   Indemnification.

     (a)   General Indemnification. Tribus agrees to defend, indemnify, and hold DGAI harmless from and against any and all damages, losses, liabilities, costs and expenses (including without limitation, litigation costs and reasonable attorneys' fees) incurred by DGAI as a result of any claim, judgment or proceeding against DGAI: (a) allegedly related to, arising out of or in connection with the Services, the Deliverables, or the Software; or (b) by reason of any breach or alleged breach or failure of any of the covenants, representations, warranties, or obligations of Tribus under this Agreement. DGAI will promptly notify Tribus of any such claim, judgment or proceeding in writing and allow Tribus the opportunity to settle such claim, judgment or proceeding at Tribus's sole expense. DGAI agrees to defend, indemnify, and hold Tribus harmless from and against any and all damages, losses, liabilities, costs and expenses (including without limitation, litigation costs and reasonable attorneys' fees) incurred by Tribus as a result of any DGAI agent using the System or Services for any manner not previously approved in writing by

Tribus. Tribus will promptly notify DGAI of any such claim, judgment or proceeding in writing and allow DGAI the opportunity to settle such claim, judgment or proceeding at DGAI's sole expense.

(b)   Intellectual Property Indemnification. If the Services, Deliverables, or the Software becomes the subject of an infringement claim under the Section entitled "General Indemnification" or in DGAI's opinion is likely to become the subject of such a claim, then, in addition to its indemnification obligations set forth in that Section, Tribus shall, at its option and in its sole discretion, either (a) replace or modify the allegedly infringing material, providing not less than the functionality that previously existed to make it non-infringing or cure any claimed misuse of that third party Intellectual Property right or (b) procure for DGAI the right to continue using the same pursuant to this Agreement. Any costs DGAI may incur in connection with implementing either of the above alternatives will be borne by Tribus. If Tribus fails to provide one of the foregoing remedies within sixty (60) days of notice of the claim, Tribus shall refund to DGAI all sums paid by DGAI for such infringing matter.

15.   Conflicts with this Agreement. Tribus represents and warrants that Tribus is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Tribus represents and warrants that Tribus' performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Tribus in confidence or in trust prior to commencement of this Agreement. Tribus represents and warrants that Tribus has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Tribus has gained from third parties and that Tribus discloses to the DGAI or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Tribus agrees that Tribus shall not include any third party products, ideas, processes, or other techniques in any Deliverables provided to the DGAI, without the express, written prior approval of the DGAI. Tribus represents and warrants that Tribus has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Tribus's obligations under this Agreement.

16.   Compliance with Law. Each Party will comply with the provisions of law applicable to each of the respective Parties' business in the performance of this Agreement.

17.   Remedies.

(a)   Injunctive Relief. Tribus acknowledges and agrees that a breach of any term of Sections entitled "Confidentiality" or "Intellectual Property Rights" will cause irreparable harm to DGAI for which monetary damages will not be an adequate remedy, and, therefore, DGAI shall be entitled to injunctive relief in addition to any remedies it may have hereunder or in law.

(b)   Withhold Remedy. In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Tribus is in material default of its duties or obligations under this Agreement and it fails to cure the default within thirty (30) days after receipt of written notice of default from DGAI, DGAI may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Tribus under this Agreement during the period beginning with the 16th day after Tribus's receipt of notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of DGAI, an amount that is in proportion to the magnitude of the default or the service that Tribus is not providing, as determined in DGAI's reasonable discretion. Upon curing of the default by Tribus, DGAI will cause the withheld payments to be paid to Tribus, without interest.

(c)   Remedies Not Exclusive. The remedies in this Agreement shall not be exclusive of any other remedy either party may have against the other party at any time, and shall not limit either party's ability to seek other remedies available under law or in equity. Remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

18.   Miscellaneous.

(a)   *Notices*. All consents, notices, requests, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed given when delivered personally against receipt, on the next business day when sent by overnight courier, and on the

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fifth business day after being mailed by certified mail, return receipt requested, to each Party at the following address (or to such other address as that Party may have specified by notice given to the other pursuant to this provision):

If to Tribus:

Tribus LLC
5640 B Telegraph Rd
St Louis,Missouri 63129
Attn: Eric Stegemann

If to DGAI:

36 Main Street
Cold Spring Harbor, NY 11724

(b)   _Assignment_.   This Agreement is binding on the Parties and their respective successors and assigns. Either Party may assign all of its rights and obligations under this Agreement to any acquirer of all, or substantially all, of that Party's assets or to a wholly owned subsidiary of that Party, provided that such transfer may not increase the scope of the Services or of any other obligations of the non-assigning Party. Tribus may use subcontractors to perform work under this Agreement or any Task Order provided that any subcontract shall contain confidentiality provisions at least as restrictive as those herein and Intellectual Property assignment and license provisions consistent with this Agreement.

(c)   _Severability_.   Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law, and, if capable of substantial performance, the remaining provisions of this Agreement will be enforced as if this Agreement was entered into without the invalid provision.

(d)   _Captions_.   The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

(e)   _Counterparts_.   This Agreement may be executed in one or more counterparts all of which taken together will constitute one and the same instrument. The Parties agree that transmission to the other Party of this Agreement with its facsimile or electronically scanned signature shall suffice to bind the transmitting Party to this Agreement in the same manner as if an original signature had been delivered.

(f)   _Relationship of Parties_.   Tribus, in furnishing services to DGAI hereunder, is acting only as an independent contractor. Tribus does not undertake by this Agreement or otherwise to perform any obligation of DGAI, whether regulatory or contractual, or to assume any responsibility for DGAI's business or operations, and Tribus has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Tribus hereunder unless otherwise provided herein.

(g)   _Modification; Waiver_.   This Agreement may be modified only by a written instrument duly executed by or on behalf of each Party. No delay or omission by either Party to exercise any right or power hereunder will impair such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the obligations to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other obligation herein contained.

(h) _No Third-Party Beneficiaries_. This Agreement does not, and neither Party intends that this Agreement will, confer any legal rights on any third party or to be enforceable in any part by a third party.
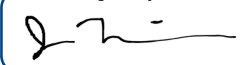
(i) _Governing Law_. The laws of the State of Missouri, other than its rules on conflicts of laws, shall govern the interpretation and construction of this Agreement. If either party wishes to bring suit against the other Party under this Agreement, it may do so exclusively a court of competent jurisdiction in St. Charles, Missouri.

(j) _Entire Agreement_. This Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein. No change, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.

(k) _Public Disclosure_. All public disclosures by DGAI or Tribus relating to this Agreement, including without limitation, promotional or marketing material (but not including any announcement intended solely for internal distribution within DGAI or Tribus, as the case may be, or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of DGAI or Tribus, as the case may be) will be coordinated with and approved by the other prior to the release thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized representative as of the date first set forth above.

Daniel Gale Agency, Inc.

By: _____
    FAE6DFB613B44E5...

Name: _____
    Jason Miller

Title: _____
    VP, Information Technology

TRIBUS LLC

By: _____
    ABEA0B0CF43F4B7...

Name: _____
    Eric Stegemann

Title: _____
    Member

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EXHIBIT A
Service Level Agreement

1. System Availability and Performance

A. Availability of System. Tribus shall guarantee 99% System availability excluding planned maintenance downtime (as more fully described in D below) and System interruptions outside the control of Tribus and its vendors.

B. Server Response Time. The mean server response time to all user-initiated accesses to the System shall not exceed more than six (6) seconds during any one (1) hour period. These are related to frequently used pages like login. The time taken to download a very heavy page and/or very large documents can be more than this limit based on size and recipient's bandwidth speed. Best ongoing efforts are made to optimize such pages for servicing from server side.

C. Bandwidth. The System's Internet bandwidth shall be sufficient to enable the Server Response Time minimum requirement set forth in B above when accessing the System or viewing or retrieving items or content there from.

D. Maintenance Service Downtime. The parties acknowledge that certain maintenance and upgrade activities may necessitate Service interruption in excess of the standards set forth in A above. Where maintenance, technology upgrades or other events will require such excess downtime, Tribus shall provide two (2) days written notice to DGAI in advance of such event. Under no circumstances shall Tribus schedule such maintenance or upgrades to be performed during the hours 7:00am through 9:00pm Monday through Saturday. DGAI agrees that Tribus may do code upgrades, daily archive, replication processes for short intervals during the hours between 6pm to 4am central time which may interrupt certain services and will not follow the 2 day notice guidelines.

E. In the event that during any calendar month Tribus fails to meet the System availability and performance requirements set forth in clauses A through D above, DGAI shall receive a credit against that month's billing invoice equal to ten percent (10%) of the normal cost of the Services provided under the Agreement.

F. In the event that during any three successive calendar months Tribus fails to meet all of the availability and performance requirements set forth in clauses A through D above. such failure shall give DGAI the right to terminate this Agreement thereafter immediately upon written notice to Tribus with no opportunity for Tribus to cure.

2. Unauthorized Access. Tribus shall make commercially reasonable efforts to prevent unauthorized access to the System and shall promptly notify DGAI of any known security breaches or holes and, in the event any unauthorized access occurs, Tribus shall use its best efforts to detect, identify and eliminate such unauthorized access as soon as possible and to prevent the reoccurrence thereof.

3. Updating Standards. Tribus shall periodically review its then-current service levels to ensure that they meet or exceed industry standards. If, after any such review, Tribus determines that any current service level should be modified or altered, or that a new service level should be added or a current service level deleted, Tribus shall provide DGAI with thirty (30) days' advance written notice of the new SLA. If DGAI approves such new SLA in writing during such 30-day period, Tribus may thereafter implement said modification, addition, or deletion.

EXHIBIT B
Tribus' Intellectual Property Description

While TRIBUS may at times provide other items at no additional cost, throughout the term of the Agreement the following tools shall be specifically offered and licensed:

IDX
- The following IDX pages will be available
  - IDX Listing Results: Searchable and sortable list of properties in Client's MLS market (map and polygon search are supported)
  - IDX Listing Details: Full details page on a single listing that includes listing information from the RETS feed, maps and other market data visualizations
- All search fields supported by TRIBUS' API will be available for use on Client's website
- Client will enjoy easy to edit search forms and field options
- Clients may display data pulled from the RETS feed in their market on listing details pages or as aggregated data
- High resolution images will be available if provided by Client's market
- Agents receive their own API key in order to protect leads generated by their website and operate only within MLSs which they are members

CRM
- The following CRM pages will be available
  - Contacts: Searchable and sortable list of all contact records which are visible to the user
  - Contact Details: Full profile page for a single contact which includes important browsing and saving history and more
- Any user with access to a contact may add a note

Transaction Manager
- The following Transaction Manager pages will be available
  - Properties: Searchable and sortable list of all property records which are visible to the user
  - Property Details: A full page on a single property where users may view/edit details and link a property to a contact (i.e. 'Client') in the CRM
- Client may access both on and off-MLS properties
- Both brokerage staff and listing/selling agents may manage transactions in this portal

Email Marketing
- The following Email Marketing pages will be available
  - Drips: A list of all marketing drip campaigns available on a single site
  - Drip Details: Management screen for users to view/edit details and messages contained within a single drip campaign
  - Blasts: A list of all blast messages available on a single site
  - Blast Details: Management screen for users to view/edit details of a single blast message
- Users may elect to auto-subscribe leads to certain drips by using saved lead details
- Email marketing subscribers and campaign/blast reporting are contained in the corresponding drip/blast single pages

Roster System & Lead Routing
- The following roles will be available for TRIBUS users
  - Super User: User with system-wide capabilities

- o Administrator: User who may add/edit users and settings
- o Staff: User who may edit their own user profile and view data owned by them, such as leads and transactions
  - ▪ Staff may be grouped into Offices and Teams
- o Agent: User who may edit their own user profile and view data owned by them, such as leads and transactions
  - ▪ Agents may be grouped into Offices and Teams
- The following Roster & Routing pages will be available
  - o Office Results: Searchable list of all offices
  - o Office Details: Full profile page on a single office
  - o Agent Search: Search options include name, office, languages and designations
  - o Agent Results: Searchable list of all agents and teams
  - o Agent Details: Full profile page on a single agent or team
  - o Routes: List of global lead routing settings and custom routes in the account
  - o Route Details: Management page that allows the user to edit the settings of an individual lead route. Custom routes may be created to route leads who register on IDX Listing Details pages and a default route may be managed to account for leads from other sources.
- Leads may be reassigned manually or through automated lead routes

Intranet

- The following Intranet pages will be available
  - o Dashboard: A central aggregate of information displayed to the user
  - o Listings: Users may search for and view a co-mingled set of both MLS and manually entered transaction results
  - o Company News: A page featuring company announcements to members of the company – announcements are searchable and may be filtered by category
  - o Vendors: Searchable and sortable list of all vendors loaded into the system
  - o Vendor Details: Full profile page for a single vendor which includes overall rating score, additional ratings, service areas, contact information and more
  - o Calendars: A page showcasing brokerage company calendars through client managed Google embed codes
- The Intranet system offers an enhanced back-end management system to consolidate everything that brokers and agents will need to manage day to day business operations while still maintaining one single login

Coach

- Agent activity, sales tracking and goal setting platform

EXHIBIT C
Statement of Work

ASSUMPTIONS

The following assumptions affect the overall success of the project.

- The contents of this document ensure that both TRIBUS and Client have a clear understanding of what deliverables will be produced, the schedule of phases to be completed and an outline of general process and workflow.

- TRIBUS ensures that it has adequate resources to design, develop, implement and launch a new public facing internet site for Client.

- To ensure that all communications and requests are correctly logged, Client agrees to communicate only through approved channels. Client also agrees to adhere to all deliverable schedules and deadlines required by TRIBUS throughout the process.

  - Client understands that delays in responding and/or approving assets may result in the project being delayed, but that the monthly billing start date may not be delayed.
  - Should Client cause delays, TRIBUS deliverable schedules and deadlines may need to be adjusted. Due to production schedules, dates may be adjusted more than the total number of delayed days past the due date.
  - Original Client deadlines and payment schedules will still be enforced and Client may be liable for additional project fees.

- Client will provide documents and access information/credentials/codes/keys as needed for TRIBUS to perform services. These assets should be sent digitally to TRIBUS within one business day of the request, to ensure deliverable dates can be met.

- Client deems research completed by TRIBUS as well as the terms, goals and/or objectives outlined in the Statement of Work to be correct and reliable.

- In order to ensure that scope creep, missed deadlines and additional cost increases do not occur, the TRIBUS project team and Client will control the scope of work effectively based on the contents of the Statement of Work.

- Should Client deem a change to the original scope of work necessary, please refer to the Change Management section of the Statement of Work for instructions on how these requests will be handled.

- The terms are considered locked once the agreement has been executed.

- Estimated timelines are influenced by other projects in TRIBUS' queue, and may shift based on when the agreement is fully executed and the first payment installment received.

- Client understands that the design for customizations to licensed TRIBUS products (even those which are paid for as a part of this Scope of Work or any change orders or task orders), are at the sole discretion of TRIBUS and will not be subject to Client's approval.

TEAM INVOLVEMENT

All of the key members who should be involved throughout this process are listed below.

DGAI Team Members

- Primary point of contact (person who will receive all notices, send and receive all deliverables and be responsible for all authorizations and approvals): Jason Miller
- Accounting contact: William Manning, CFO
- Technical contact: Jason Miller
- Legal contact: Jason Miller
- Training contact: Jason Miller

Should the people fulfilling any of the Client roles change; a representative from Client's company is responsible to send notice to alert their TRIBUS Project Manager within five business days of the change occurring. Due to the time required to bring new team members up to speed, changes in Client's personnel may cause delays in the overall project schedule.

TRIBUS Team Members

- Sales Executive: Jeff Harris
- Project Manager: Katie Ragusa
- Launch Coordinator: TBD, provided by TRIBUS
- Legal Contact: Eric Stegemann

The people fulfilling these roles are subject to change. Should a change occur, TRIBUS shall alert Client listed as the primary point of contact within five business days of the change occurring. Should a change in the TRIBUS personnel occur, TRIBUS would ensure that no delays are caused in the overall project schedule.

At any time TRIBUS may elect to retain external, third parties with relevant experience. These entities are bound by the terms outlined in the Statement of Work and all agreements/contracts. Involvement with such entities will not alter the terms outlined for this project or deliverables that TRIBUS is responsible for.

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OUTSIDE OF THE SCOPE OF WORK

Any item not expressly stated within this document is not included in the Statement of Work and will not be part of the build.

Items mentioned by Client but not included may refer to any of the following but are not limited to:
- Real Estate Webmasters data integration
- Custom website
- Custom user role creation, or custom modifications and options to existing user roles
- Customizations to the lead routing engine
- RETS mapping for additional MLS markets
- Integration of VOW data (this can result in the need for custom development, depending on MLS regulations)
- Marketing and design features, or integration with My Marketing Matters
- Custom importers (created to port over data from other services)
- On-site training / launch events

SCOPE OF WORK

Setup & Launch Preparations

- Project manager to monitor the entire project, providing information and updates along the way
- 24/7 access will be available to TRIBUS' project management platform with transparent milestone, task and time tracking
- Setup assistance to move client's data over to the TRIBUS system (CSV files)
- Testing, activation and monitoring of integrations
- Training for Super Users, Administrators and Staff on all TRIBUS services

Ongoing Support

- Personalized brokerage training sessions, by request
- All users will receive 24/7 access to TRIBUS' Help Center that includes FAQ's, videos and articles
- Ongoing managed hosting for TRIBUS services
- Ongoing product updates pushed to client's instance by TRIBUS.
- Ongoing support for questions on TRIBUS products and services, provided to all users.
- Phone Support, Email Support and Live Chat: M-F, 8:00 am – 7:00 pm Central.

TIMELINE

These estimates reflect total 'active' time on the project, which is a calculation of the duration of time for each phase in this project once its turn has been reached in the queue. As with any project, Client may experience some (often minimal) lag time while in transition from one phase to the next. The TRIBUS team will do everything in their power to expedite the project and keep things progressing consistently forward.

Though unlikely, Client should be aware that unforeseen events and circumstances may occur, which could cause these timelines to shift. The most common causes of project interruptions are gaps in Client's communication, delayed approvals from Client or past due invoices.

Website Launch: June – July 2019*

PHASE	ESTIMATED DAYS IN PHASE
1. Setup & Training	~ 14 – 21 Days
2. Launch	~ 7 Days

*All features which are beyond this Scope of Work (such as a licensed website theme) must be completed prior to becoming available to Client. The full website launch may only be scheduled once all such features have been completed and delivered to Client. Due to the involvement of other clients, TRIBUS can only estimate and cannot guarantee any timelines which are outside of this Scope of Work.

WORK REQUIREMENTS

The Work Requirements list includes a comprehensive outline of key meetings, tasks, deliverables and events that will take place throughout the scope of this project. It is imperative that Client adheres to all work requirements that require an action from them.

Official Notices

For confirmation and tracking purposes, all deliverables must be sent through the approved portal for accepting that specific deliverable. Communication portals are subject to change. Should any changes occur, Client shall be notified in writing within two business days of the change.

For this project, the following communication portals will be used.

- Email: This portal should only be used when communicating with the Sales Executive. Email is not an accepted channel for sending any official notices or client deliverables to TRIBUS.
- Projects: Client will receive login credentials for this portal. Projects will be used for all general project communications, weekly updates and Client task assignments. Additionally, this portal will be used for the review, revisions and approvals of all design files. This portal will be used from the Kickoff Phase through launch.
- Help Desk: Client may elect to create an account on this portal, or may choose to submit/reply to communications by using a specific email address. Help Desk will be used for Client to receive ongoing support, submit questions, and access system documentation and support resources. This portal will be used from project delivery throughout the lifetime of the relationship.

1. Setup Phase

TRIBUS Task: Website Setup
- o Description: The WordPress installation will be turned on, and Client's theme and plugins will be installed and activated. TRIBUS completes content and data imports and system setup at this time.

TRIBUS Deliverable: Website Login Credentials
- o Description: Super User accounts will be turned on and login credentials will be sent to Client first. All additional website user accounts will be activated at the time of launch.
- o Delivery: Launch Coordinator sends login credentials to Client via Projects.
- o Receipt: Logging into the system is recommended, although no action is required from Client in order to constitute acceptance.
- o Outcome: Client will have the ability to access the system pre-launch to familiarize themselves with capabilities, set options, load content and have their questions answered.

Meeting: TRIBUS Hosts Training
- o Description: TRIBUS offers to provide webinar-based training sessions prior to launch as needed. completion of this webinar may be restricted by Client's availability.

TRIBUS Deliverable: Training Resources
- o Description: TRIBUS will provide Client with all available webinar session recordings, written documentation, video resources and access to our online Help Center.
- o Delivery: Launch Coordinator will send all available training resources to Client via Projects prior to project delivery.
- o Receipt: No action is required from Client in order to constitute acceptance.
- o Outcome: Client may now refer to and share training materials/resources as frequently as necessary pre or post launch.

2. Launch Phase

Meeting: Final Website Walk Through

- o Description: TRIBUS offers to host a final website walk through call between Launch Coordinator and Client at this time. This will ensure that any unanswered questions can be answered prior to launch.
- o Call Duration: Approximately 30-60 minutes.

Client Task: Schedule Launch Date
- o Description: 'Launch' is when Client is ready to update the DNS settings for the domain they own, and make the transition from the temporary TRIBUS domain onto their own domain. Launch date must be requested at least 5 business days prior to official website launch date. Launch will take place within TRIBUS regular business hours and occur Monday-Thursday.
- o Outcome: Both TRIBUS and Client can allocate appropriate resources to launch day tasks.

Client Task: Update DNS Settings
- o Client is responsible for accessing their registrar account and adding the appropriate Nameservers to transition DNS control to TRIBUS. TRIBUS can modify Client's Nameserver settings on their behalf, if Client provides TRIBUS with access to the registrar account prior to the launch date. Note: TRIBUS is not responsible for impacts on Client's existing live website when changes to DNS settings, TTL settings or email configuration occur.
- o Outcome: Once Client's DNS settings have been updated, the account is ready for TRIBUS to begin making all necessary domain changes.

TRIBUS Task: Complete Internal Launch Steps
- o Description: The Development team processes all updates and database changes for site launch on the agreed upon date and time. The 'Stop Emails' plugin is removed from the site; and SEO and indexing begins at this time. Social plugins and APIs are activated.
- o Outcome: The website has now launched on Client's domain and may be indexed by search engines.

TRIBUS Deliverable: Site Live Notification
- o Description: Once Client's domain has been updated, Client may announce their new website to the public.
- o Delivery: Client Care Manager will send an official notice in writing to Client alerting them that the website is now live on the Internet.
- o Receipt: No action is required from Client in order to constitute acceptance.
- o Outcome: The project is considered 'Launched' and transitions out of the Project lifecycle. Client must begin sending all future communications directly to the Client Care team via Help Desk.

Milestone: Monthly Billing Begins
- o Description: The project is now considered 'Live' and Client begins accumulating monthly service fees beginning on launch day.

Client Deliverable: Project Balance Payment
- o Delivery: Payment should be made via one of TRIBUS' accepted payment methods, as outlined in the Payment Schedule section.
- o Receipt: Project Manager will confirm receipt via Projects.
- o Outcome: The project will be considered complete at this time.

ACCEPTANCE CRITERIA

TRIBUS will utilize members within their team to ensure the completeness of each stage of the project and that the agreed upon scope of work has been met for that project phase.

The acceptance of all TRIBUS deliverables will reside with Client contact named within the Team Involvement section.

Once a project phase is completed and TRIBUS has provided the required deliverables for Client's review and approval, Client will either sign off on the approval for the next phase to begin; or reply to the TRIBUS representative, in writing, advising which tasks must still be accomplished in order to be considered complete. This process applies for every TRIBUS deliverable outlined within the Work Requirements section.

The exact method that Client should use to submit approval and/or sign off on TRIBUS deliverables within each phase will vary based on the specifics of each deliverable. Exact requirements are provided within the 'Work Requirements'.

A confirmation of receipt in writing will be used for TRIBUS to communicate acceptance of all Client deliverables throughout this process. Should information/assets be missing or incomplete within Client's deliverables, a member of the TRIBUS team will communicate with Client, in writing, advising which tasks must still be accomplished in order to be considered complete.

Once all work requirements have been completed, TRIBUS will deliver the project for launch. Should no response or objections be received from Client within five business days from the receipt of the website delivery report, the project will be deemed accepted.

Any discrepancies involving the completion of project related tasks/deliverables or disagreements between Client and TRIBUS shall first be referred to Client's TRIBUS Sales Executive in order to reach a resolution. Should no resolution be reached within five business days of the issue arising, the issue will be referred to the legal contacts from both organizations for review and resolution. The people named responsible as the legal contact from each organization are listed within the Team Involvement section.

PROJECT PRICING

TRIBUS will work on all project requirements at hourly rates. The hours listed in the table are for estimation purposes only, and actual amounts invoiced may vary higher or lower than the initial quotes.

Should the total number of hours to develop this project end up being over the initial quote, client will be responsible for the added charges when the final payment is due for the balance of the project. Should the total number of hours to develop this project end up being under the number of hours quoted, this overage will be removed from the final invoice and client may receive a credit.

Website Launch

CATEGORY OF SERVICE	HOURLY RATE	ESTIMATED HOURS
RETS Mapping	$100	0
Graphic Design	$150	0
Development	$250	~ 10
Project Management	$150	~ 5
Implementation & Training	$50	~ 10

Total launch estimate: $3,750

MONTHLY SERVICE FEES

In addition to the one-time fee associated with the project build, Client will be responsible for paying monthly service fees on an ongoing basis, throughout the life of the Agreement.

Monthly service fee assumptions:

- TRIBUS agrees to host all client websites within the network with a combined total maximum of two Terabytes of storage. Additional monthly fees of $5 per Gigabyte of storage will be incurred, should client require storage of three or more Terabytes. Client will be notified in advance prior to incurring any overage charges, so that data storage may be adjusted by client as desired.
- TRIBUS assumes that client will not exceed 5 Million TRIBUS API calls within a 30-day period. Should client exceed this limit, all API calls beginning with number 5,000,001 will be billed at a rate of $2.00 per additional 10,000 calls, rounded up to the next ten thousand.
- Client may turn on an agent theme website for every user in the account at no additional monthly cost.
- Client would be responsible for all fees incurred by third party companies to power integrations with TRIBUS.

TRIBUS will provide ongoing services to Client that include the following categories, each with its own per unit / total monthly fee attached.

- **Company Website & Intranet Hosting**: Covers licensed plugin access & maintenance, hosting, scheduled backups, scheduled updates, routine maintenance and ongoing support for staff level users on TRIBUS services.
- **MLS Fees**: Billed per MLS active in the network for feed management and data storage.
- **Syndication Fees**: Optional and only billed per active MLS feed, for data management and support. A 'feed' is defined by TRIBUS-powered listing, user and/or contact data which must be made available to the recipient by means beyond the capabilities of just the TRIBUS API. Integrations who make calls to the TRIBUS API in order to receive data are not billed as syndication 'feeds'.
- **Per User Fees**: Billed per user of any user role within the network for roster search visibility, contact form lead assignment, Lead Manager accounts, agent website capabilities and ongoing support on TRIBUS services.

Monthly service fee calculations are based on a unit quantity of each service category. Due to the per unit pricing, the actual monthly amount owed may differ from the estimated 'quantity' totals listed on this page.

All monthly service fee quantities will be outlined on Client's monthly invoices from TRIBUS.

CATEGORY OF SERVICE	QUANTITY	PER UNIT MONTHY COST
Company Website & Intranet Hosting	1	$1,000
MLS Fees	1	$100
Syndication Fees	0	$100 per feed, per MLS
Per User Fees	Minimum of 800	$14.00

* Any system which can accept Zillow Group's XML feed specs counts as just 1 source.

Monthly service fee estimate if only minimum quantities are met: $12,300

PAYMENT SCHEDULE

Invoices will be sent to Client throughout the timeline of this project. Payment on these invoices is requested immediately and due within five business days of receipt. Without confirmed receipt of funds, no further work can be completed on the project.

Payments may be made by check, ACH or wire transfer. Please expect a processing time delay of approximately one week for all payments made by check. For this reason, it is recommended that all payments be made via ACH or wire transfer. TRIBUS does not accept any payments via credit card for website development or any invoices over $500.

Launch Balance Payment

The launch invoice will be issued for the balance of the total hours used to complete the project, plus the first month (or partial month) of regular service charges. This invoice will be sent to Client's accounting contact on the first business day following the website launch. Should post-launch project deliverables be required, the final invoice will be split into multiple parts for pre-launch and post-launch balances.

Ongoing Monthly Payments

Beginning with the day of launch, Client will begin accumulating costs for regular monthly services. Invoices will be sent to Client's accounting contact at the end of each month and are due within 10 business days of receipt or the first of the month due, whichever comes last.

Non-Payment for Services

Should Client ever fail to make payment on an invoice by the 30th of that month, TRIBUS reserves the right to shut off any and all services and display a non-payment notice. This may result in the loss of data and Search Engine Optimization. Services may be reactivated once funds for all past due payments plus any finance charges and interest have been deposited and cleared.

CHANGE MANAGEMENT

Should scope creep occur, any/all predetermined project estimates may be negatively affected.

In order for TRIBUS to be able to complete and deliver the project to Client in a timely manner, it's imperative that the scope of the project not be changed mid stream. TRIBUS understands the need for changes, and so to effectively manage the original scope of work and complete new tasks requested by Client, change orders or task orders will be utilized.

Each change order should describe all assets required for additional custom work to begin, specifics of approvals in order for work to be delivered, and any other information relevant for these changes. When change orders or task orders occur, the original scope of work and signed agreement shall be superseded by any changes deemed necessary to produce what is contained in the change order scope and/or approved design.

The project will be completed to original and previously agreed upon specifications first, and change orders or task orders may be addressed after website signoff occurs and monthly billing begins. Change orders or task orders may be written up and agreed upon, but will not be queued for work to begin until all items listed in the original Work Requirements list have been delivered to and accepted by Client.

Should Client choose to hold off from launching the website until any/all change orders or task orders are completed, this will not affect the regular monthly billing schedule.

Due to the nature of this process, deadlines for change orders or task orders cannot be guaranteed ahead of time. Each change order may be estimated individually so that Client has a general idea of expected cost before choosing to sign off and proceed.

Process for submitting change orders or task orders:

- Submit a request to HelpDesk@TRIBUSgroup.com and include the details of your request
- A Project Manager from TRIBUS will contact you to discuss questions and additional information needed to write up the change order document
- TRIBUS will estimate the hours needed in order to complete all included changes
- Project Manager will send the completed change order document and estimate in writing for Client to review
- Client should sign off on the change order and send the form back to Project Manager within five business days
- Project Manager will confirm receipt and provide information on next steps and an estimated timeline to Client

Client will receive an official notice in writing once the changes have been completed and an invoice will be sent immediately by TRIBUS. Payment for change order invoices is due within five business days of the notice of completion being sent by TRIBUS.

In some circumstances, a payment may be required upfront, prior to TRIBUS beginning work on the particular change order. Should an up front payment be necessary, Client will be informed before signing off on the change order document.

GLOSSARY

This glossary has been provided so that Client may come to understand terms that could be unfamiliar to them initially. This list should be used as a reference point for terms used throughout the Statement of Work, and their corresponding meanings within the context of this document.

For terms used throughout the Statement of Work that are not listed within the glossary, it is understood by all parties that its literal definition applies (http://www.merriam-webster.com/).

TERM	MEANING
API Call	Any request made to the TRIBUS API, whether there is one or many results. Examples may include but are not limited to searching for listings, market stats, roster data or contact.
Back-End	Area of the system that only users can log into to manage data.
Bug	An error directly related to something within the TRIBUS project which has been promised to work differently, per the Statement of Work.
Change Order	A document that outlines new custom work for design, development and functionality requirements; which could be any change or addition to the original Statement of Work.
Client	Any member of Client's company or affiliate of Client's company who has a user account in the TRIBUS system who's role has been granted capabilities to access information/settings being referenced.
Deliverable	Information provided in writing from either Client to TRIBUS or TRIBUS to Client, which contains key information necessary for the project to progress forward.
Design Phase	Period of time within the project when all design files are created, revised and ultimately approved by Client.
Development Phase	Period of time within the project when code is written to produce all functionality and styles, prior to any rounds of testing.
Feature	Component of the project that may be customized or built from scratch in order to allow the system to perform in accordance with the Statement of Work.
Front-End	The consumer-facing website which is visible to the public.
Hard Coded	Items that are built into the project during development, and that are not editable in any way by Client.
IDX	Property data sourced from any MLS where Client is a member.
Kickoff Phase	Period of time within the project which includes the kickoff call and collection of Client assets.
Contact	The individual record of a person in the TRIBUS CRM.
Network	A collection of brokerage data which may include sites, users, leads, listings and settings; managed from one central instance.
Project	A TRIBUS team member's responsibilities, which includes the creation of the

Management	Statement of Work, navigation of the project through the Design Phase and oversight of the development for the custom project requirements.
Quality Assurance	Also known as 'QA' or 'Alpha', this is a method of thorough testing that includes device, browser, accessibility and performance tests.
Scope Creep	Any work items added that are outside of the original agreed upon scope of work and the Statement of Work.
Statement of Work	A document that allows all parties to accurately outline expectations, deliverables, cost estimates and schedules; which defines all project expectations.
Theme	A Content Management System (or 'CMS') website built on the WordPress framework.
Third Party	Any company/service outside of TRIBUS that may be used for integration purposes. Third Parties may elect to alter their functionality, feature set or fees at any time completely independent of TRIBUS. Should changes in TRIBUS functionality be needed to adjust for changes, Client will be responsible for additional development costs. Costs associated with any third party accounts independent of TRIBUS are the sole responsibility of Client. For these types of services, payment arrangements and support should be handled directly between Client and the third party company.
Training	Technical overview provided to users to provide information on editing settings, using features and maintaining content.
Release	The process of TRIBUS pushing changes to a production environment, and thus making them accessible to Client. Such changes may include maintenance, performance, upgrades and/or new features which require a new version of the system.

EXHIBIT D
Customizations to Licensed Products

Outside of those fees mentioned in the statement of work, DGAI requests no additional work at this time.

SCHEDULE E
Sample Form of Task Order

Task Order No. _____

Tribus and DGAI hereby enter into this Task Order No. _____ under the Development and License Agreement between them (the "Agreement"), on the following terms. Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as in the Agreement.

1.   **Term**. This Task Order will commence on _____ (the "Task Order Effective Date") and will continue until _____, unless earlier terminated in accordance with the Agreement. Subject to agreement on rates and services, this Task Order may be extended upon mutual written agreement of the Parties.

        [INSERT THE DATE SERVICES ARE TO BEGIN AND END.]

2.   **Tribus Obligations**. Tribus will provide the resources described below on a time and materials basis and will, to the extent possible with the resources provided during the term of this Task Order, work on the activities described below:

        [INSERT A DETAILED DESCRIPTION OF THE SERVICES THAT WILL BE PERFORMED.]

3.   **Project Managers**.

        DGAI Project Manager: _____

        Tribus Project Manager: _____

4.   **Payments**.

        [INSERT THE RATES TO BE PAID BY DGAI FOR SERVICES UNDER THIS TASK ORDER.]

5.   **Other Terms**.

        [INSERT ANY SPECIAL TERMS AND CONDITIONS THAT ARE APPLICABLE TO THIS TASK ORDER.]
AGREED:

COMPANY NAME, INC   TRIBUS, LLC

By: _____   By: _____

Name: _____   Name: _____

Date: _____   Date: _____

EXHIBIT F
Pre-Term Licensing and Setup Fees

PRE-TERM SCOPE OF WORK

Customizations to Licensed TRIBUS Products

Custom Agent & Staff User Data Fields

- Crest ID (GUID)
- Hall of Fame?
- Badge/Icon
- License Type
- License Number
- License Expiration Date
- Services
- Areas Served
- User Headshot
- Status
- Referral Date
- Inactive Date
- Commission Split
- Agent Type
- Experience Level

Custom Office Data Fields

- Crest ID (GUID)
- Fax Number
- Status
- Areas Served

Custom Integrations

- **AccountTECH:** Transaction and contact push from TRIBUS
- **Sotheby's International Realty:** Listing push from TRIBUS
- **Smarter Agent:** Contacts integration (no time has been quoted for this integration, as it is assumed that Smarter Agent can access all necessary data direct from the TRIBUS API)
- **Daniel Gale Open House App:** TRIBUS to ingest attendees and create new contact records when needed
- **LeadRouter:** TRIBUS to ingest leads along with assigned agent information and create new assigned contacts
- **Clareity**: Single sign on – button accessible from the Dashboard

IDX Listing Data

- IDX data storage for 1 RETS feed and RETS mapping.
- All standard IDX fields and property types included in the 'For Sale' RETS data (varies per MLS).
- All market specific and available 'Active' statuses: Active, Pending, Contingent, etc.

29

- Sold data (can be imported to backfill previous sales as well, dependent on MLS rules).

PRE-TERM TIMELINE

These estimates reflect total 'active' time on the project, which is a calculation of the duration of time for each phase in this project once its turn has been reached in the queue. As with any project, Client may experience some (often minimal) lag time while in transition from one phase to the next. The TRIBUS team will do everything in their power to expedite the project and keep things progressing consistently forward.

Though unlikely, Client should be aware that unforeseen events and circumstances may occur, which could cause these timelines to shift. The most common causes of project interruptions are gaps in Client's communication, delayed approvals from Client or past due invoices.

Back-End Launch: To commence right away

PHASE	ESTIMATED DAYS IN PHASE
1. Kickoff & Design	~ 7 Days
2. Development	~ 45 - 75 Days
3. Quality Assurance	~ 14 Days
4. Launch	~ 7 Days

PRE-TERM WORK REQUIREMENTS

The Work Requirements list includes a comprehensive outline of key meetings, tasks, deliverables and events that will take place throughout the scope of this project. It is imperative that Client adheres to all work requirements that require an action from them.

Official Notices

For confirmation and tracking purposes, all deliverables must be sent through the approved portal for accepting that specific deliverable. Communication portals are subject to change. Should any changes occur, Client shall be notified in writing within two business days of the change.

For this project, the following communication portals will be used.

- Email: Used for all communications prior to the commencement of the Kickoff Phase. After the Kickoff Phase begins, this portal should only be used when communicating with the Sales Executive. Email is not an accepted channel for sending any official notices or client deliverables to TRIBUS.
- Projects: Client will receive login credentials for this portal. Projects will be used for all general project communications, weekly updates and Client task assignments. Additionally, this portal will be used for the review, revisions and approvals of all design files. This portal will be used from the Kickoff Phase through launch.
- Help Desk: Client may elect to create an account on this portal,or may choose to submit/reply to communications by using a specific email address. Help Desk will be used for Client to receive ongoing support, submit questions, and access system documentation and support resources. This portal will be used from project delivery throughout the lifetime of the relationship.

1. Kickoff & Design Phase

Client Deliverable: Signed Agreement and First Payment Installment
- o Delivery 1 of 2: Signed agreement should be sent via DocuSign/Email to Sales Executive.
- o Delivery 2 of 2: Payment should be made via one of TRIBUS' accepted payment methods, as outlined in the Payment Schedule section.
- o Receipt: Sales Executive will confirm receipt in writing via email.
- o Outcome: Project is officially considered active at this time.

Meeting: Project Kickoff Call
- o Description: Project Manager will introduce Client to the project management portal and alert Client of important upcoming steps.
- o Call Duration: Approximately 15-30 minutes.

Client Deliverable: Assets
- o Description: During the kickoff call, TRIBUS may request Client's logo(s), brand guidelines, colors, image files and any other general assets directly related to the project.
- o Delivery: Complete set of assets is sent from Client to Project Manager via Projects within one business day following the project kickoff call.
- o Receipt: If deemed incomplete and/or incorrect, Project Manager will alert Client of anything else needed in writing via Projects within three business days of receipt.
- o Outcome: The project is now considered ready to move forward to the next phase.

Ongoing Client Deliverable: Completion of all Projects Tasks
- o Description: Login credentials to the Projects portal is provided to Client at this time. TRIBUS will log a list of items required from Client as individual tasks in the Projects system. Task due dates are set based on the expected project phase schedule, and it's imperative that Client adheres to these deadlines to provide the requested

information/resources/updates on or before those due dates. Due to the project lifecycle, TRIBUS may add additional tasks throughout the project. Should a new task be created, Client will be notified in writing via a Projects alert at the time that the task is created.
- o Delivery: Client should provide the requested information as a comment on the individual task and check off the corresponding task to mark it as complete.
- o Receipt: Once an item has been checked off the list, Project Manager will be notified automatically. Project Manager also monitors this list daily.
- o Outcome: This task list will extend through the entire length of the project, and assure that TRIBUS has everything needed to successfully deliver the completed project.

2. Development Phase

Ongoing TRIBUS Deliverable: Weekly Reports
- o Description: Important project updates may include but are not limited to: Items completed by TRIBUS, upcoming items to be worked on by TRIBUS, items that need immediate attention by Client, upcoming items that will require Client's attention in the future and/or information related to upcoming milestones. Information on project phase transitions and requirements will be included in corresponding weekly reports.
- o Delivery: Sent from Launch Coordinator to Client via Projects once per week.
- o Receipt: No action from Client is required in order to constitute acceptance, unless expressly stated in the report.
- o Outcome: This should assist Client in knowing an accurate project status and being prepared for upcoming requirements and transitions.

TRIBUS Task: Licensed Product Development
- o Description: TRIBUS completes all custom coding required to create the custom functionality outlined in the Scope of Work.

TRIBUS Task: Internal Project Transition
- o Description: Project will be delivered to the Quality Assurance team to begin the next phase.

3. Quality Assurance Phase

TRIBUS Task: Internal Testing
- o Description: TRIBUS conducts internal 'Quality Assurance' testing (also known as 'QA') on the website. Testing will be conducted on web, tablet, mobile devices; as well as supported browser types and versions. Sample data may be loaded into the system during testing in order to identify bugs.
- o Outcome: TRIBUS will be able to generate the QA report.

Internal TRIBUS Deliverable: QA Report
- o Description: TRIBUS compiles a testing report outlining all bugs identified within five business days of the beginning of the Alpha Phase. Bugs included in this report will identify specifics such as device and browser where the bug was observed.
- o Delivery: Bugs will be logged as internal tasks and assigned to the project's developer(s) for completion. Client may request a copy of the QA report from Launch Coordinator.
- o Outcome: Development team may move forward to the bug resolution task.

TRIBUS Task: Bug Resolution
- o Description: Development team resolves all bugs identified during testing, prior to the project being transitioned to Client. Once all QA tasks have been completed, Quality Assurance team makes a final pass through the system to confirm that all reported bugs have been corrected.
- o Outcome: Development team may move forward to QA sign off.

Internal TRIBUS Deliverable: QA Sign Off

- o Description: Quality Assurance team signs off on the QA Phase within one business day of the confirmed completion of all reported QA bugs.
- o Outcome: This concludes the Quality Assurance Phase and the project transitions to the next phase.

4. Launch Phase

TRIBUS Deliverable: Project Delivery Report & Login Credentials
- o Description: The project delivery report serves to alert Client that the project is considered to be delivered per the scope of work and the terms outlined in the agreement.
- o Delivery: Launch Coordinator will send an official notice in writing to Client via Projects.
- o Receipt: Client must reply to the website delivery report notice, to approve of the project in its current state, and officially provide their 'sign off' on the project within two business days of receiving the website delivery report. Should no response or objections be received from Client within five business days from the receipt of the project delivery report, the project will be deemed accepted.
- o Outcome: Once the project has been accepted, the project can move forward to launch.

Milestone: Monthly Billing Begins
- o Description: The project is now considered ready to launch. Client begins accumulating monthly service fees beginning on the 3rd business day following the project delivery.

Meeting: TRIBUS Hosts Training
- o Description: TRIBUS offers to provide webinar-based training sessions prior to launch as needed. completion of this webinar may be restricted by Client's availability.

TRIBUS Deliverable: Training Resources
- o Description: TRIBUS will provide Client with all available webinar session recordings, written documentation, video resources and access to our online Help Desk.
- o Delivery: Launch Coordinator will send all available training resources to Client via Projects prior to project delivery.
- o Receipt: No action is required from Client in order to constitute acceptance.
- o Outcome: Client may now refer to and share training materials/resources as frequently as necessary pre or post launch.

Meeting: Final Pre-Launch System Walk Through
- o Description: TRIBUS offers to host a final project walk through call between Launch Coordinator and Client at this time. This will ensure that any unanswered questions can be answered prior to launch.
- o Call Duration: Approximately 30-60 minutes.

Client Deliverable: Final Payment Installment
- o Description: Due prior to project launch and agent on-boarding or support.
- o Delivery: Payment should be made via one of TRIBUS' accepted payment methods, as outlined in the Payment Schedule section.
- o Receipt: Project Manager will confirm receipt via Projects.
- o Outcome: The project will be able to transition to launch within one business day after the receipt of the final payment installment.

PRE-TERM PROJECT PRICING

TRIBUS will work on all project requirements at hourly rates. The hours listed in the table are for estimation purposes only, and actual amounts invoiced may vary higher or lower than the initial quotes.

CATEGORY OF SERVICE	HOURLY RATE	ESTIMATED HOURS
RETS Mapping	$100	~ 5
Graphic Design	$150	~ 5
Development	$250	~ 75
Project Management	$150	~ 20
Implementation & Training	$50	~ 15

Total project build estimate: $23,750

PRE-TERM MONTHLY SERVICE FEES

In addition to the one-time fee associated with the project build, Client will be responsible for paying monthly service fees on an ongoing basis, between the pre-term project launch and the website launch.

Monthly service fee assumptions:

- TRIBUS agrees to host all client data within the network with a combined total maximum of one Terabyte of storage. Additional monthly fees of $5 per Gigabyte of storage will be incurred, should client require storage of two or more Terabytes. Client will be notified in advance prior to incurring any overage charges, so that data storage may be adjusted by client as desired.
- TRIBUS assumes that client will not exceed 2.5 Million TRIBUS API calls within a 30-day period. Should client exceed this limit, all API calls beginning with number 2,500,001 will be billed at a rate of $2.00 per additional 10,000 calls, rounded up to the next ten thousand.
- Client would be responsible for all fees incurred by third party companies to power integrations with TRIBUS.
- Client has been offered decreased service fees, as the following products and features will be withheld until the launch of the website:
    - Coach
    - TRIBUS Lead Routing
    - Drip Email
    - Blast Email
    - Email Templates
    - Capture Forms & Form Builder
    - Contact Activity (primarily powered by the website)
    - Contact Login Access (powered by the website)
    - Roster Pages (as related to the website)
    - IDX Pages & Search Form Editor (as related to the website)
    - API Keys provisioned for agents

TRIBUS will provide ongoing services to Client that include the following categories, each with its own per unit / total monthly fee attached.

- **Intranet Hosting**: Covers licensed plugin access & maintenance, hosting, scheduled backups, scheduled updates, routine maintenance and ongoing support for staff level users on TRIBUS services.
- **MLS Fees**: Billed per MLS active in the network for feed management and data storage.
- **Syndication Fees**: Optional and only billed per active MLS feed, for data management and support. A 'feed' is defined by TRIBUS-powered listing, user and/or contact data which must be made available to the recipient by means beyond the capabilities of just the TRIBUS API. Integrations who make calls to the TRIBUS API in order to receive data are not billed as syndication 'feeds'.
- **Per User Fees**: Billed per user of any user role within the network, which includes ongoing support on TRIBUS services.

Monthly service fee calculations are based on a unit quantity of each service category. Due to the per unit pricing, the actual monthly amount owed may differ from the estimated 'quantity' totals listed on this page.
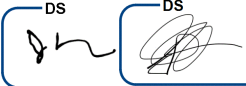
All monthly service fee quantities will be outlined on Client's monthly invoices from TRIBUS.

CATEGORY OF SERVICE	QUANTITY	PER UNIT MONTHY COST*
Intranet Hosting	1	$500
MLS Fees	1	$100
Syndication Fees	0	$100 per feed, per MLS
Per User Fees	Minimum of 800	$9.00

* Any system which can accept Zillow Group's XML feed specs counts as just 1 source.

Monthly service fee estimate if only minimum quantities are met: $7,800

PRE-TERM PAYMENT SCHEDULE

Invoices will be sent to Client throughout the timeline of this project. Payment on these invoices is requested immediately and due within five business days of receipt. Without confirmed receipt of funds, no further work can be completed on the project.

Payments may be made by check, ACH or wire transfer. Please expect a processing time delay of approximately one week for all payments made by check. For this reason, it is recommended that all payments be made via ACH or wire transfer. TRIBUS does not accept any payments via credit card for website development or any invoices over $500.

First Payment
The first invoice will be issued for one half of the total project estimate. This invoice will be sent to Client's accounting contact within one business day after the agreement has been executed. The project will officially kickoff and work will begin within one business day after the first payment has been deposited and funds clear to the account.

Second Payment
The final invoice will be issued for the remaining balance of the total hours used to complete the project, plus the first month (or partial month) of regular service charges. This invoice will be sent to Client's accounting contact on the third business day following the project delivery. Client may officially launch the project within one business day after payment for the project balance and the first month of services has been deposited and funds clear to the account. Should post-launch project deliverables be required, the final invoice will be split into multiple parts for pre-launch and post-launch balances.

Ongoing Monthly Payments
On the third business day following the project delivery, Client will begin accumulating costs for regular monthly services. Invoices will be sent to Client's accounting contact at the end of each month and are due within 10 business days of receipt or the first of the month due, whichever comes last.

Non-Payment for Services
Should Client ever fail to make payment on an invoice by the 30th of that month, TRIBUS reserves the right to shut off any and all services and display a non-payment notice. This may result in the loss of data and Search Engine Optimization. Services may be reactivated once funds for all past due payments plus any finance charges and interest have been deposited and cleared.

IN THE 11TH JUDICIAL CIRCUIT, ST. CHARLES COUNTY, MISSOURI

Judge or Division: TED HOUSE	**Case Number: 2011-CC00174**
Plaintiff/Petitioner: TRIBUS, LLC	Plaintiff's/Petitioner's Attorney/Address: RICHARD ANTHONY VOYTAS JR 12444 POWERSCOURT DRIVE SUITE 370
vs.	ST LOUIS, MO 63131
Defendant/Respondent: DANIEL GALE AGENCY, INC.	Court Address: 300 N 2nd STREET SAINT CHARLES, MO 63301
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)

The State of Missouri to: **DANIEL GALE AGENCY, INC.**
Alias:

36 MAIN STREET
COLD SPRING HARBOR, NY 11724

SERVE REG AGT NEW YORK STATE
DEPARTMENT OF STATE, DIV OF
CORPORATIONS, STATE RECORDS AND

UNIFORM COMMERCIAL CODE
99 WASHINGTON AVE 6TH FLOOR
ALBANY, NY 12231

COURT SEAL OF

ST. CHARLES COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

_____2/20/2020_____
Date

_____/S/ Cheryl Crowder_____
Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

1. I am authorized to serve process in civil actions within the state or territory where the above summons was served.
2. My official title is _____ of _____ County, _____ (state).
3. I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other: _____.

Served at _____ (address)

in _____County, _____ (state), on _____ (date) at _____ (time).

_____
Printed Name of Sheriff or Server

_____
Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one) ☐ the clerk of the court of which affiant is an officer.

☐ the judge of the court of which affiant is an officer.

☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)

☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

_____
Signature and Title

Service Fees	
Summons	$_____
Non Est	$_____
Mileage	$_____ (_____miles @ $ _____ per mile)
Total	**$_____**

See the following page for directions to officer making return on service of summons.

OSCA (07-18) SM60 (SMOS) *For Court Use Only*: **Document ID# 20-SMOS-24**   1 of 2 **(2011-CC00174)**   Rules 54.06, 54.07, 54.14, 54.20;
506.500, 506.510 RSMo

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.

IN THE CIRCUIT COURT OF SAINT CHARLES COUNTY, MISSOURI

TRIBUS, LLC,	)	
	)	
Plaintiff,	)	
V.	)	**Case No. 2011-CC00174**
	)	
DANIEL GALE AGENCY, INC.	)	
	)	
Defendant.	)	

<u>**MOTION FOR APPROVAL AND APPOINTMENT OF SPECIAL PROCESS SERVER**</u>

COMES NOW Plaintiff, by and through its attorney of record, pursuant to Rule 54.14 of

the Missouri Rules of Civil Procedure and Local Rule 4.2.1, and for its Motion for Approval of a

Special Process Server request that **A Plus Process Service, Inc., located at P.O. Box 582,**

Guilderland, NY 12084, be approved and appointed to serve process in this case on the

following defendant:

Serve at:
Daniel Gale Agency, Inc.
Deirdre O'Connell
36 Main Street
Cold Spring Harbor, New York, 11724

WHEREFORE, Plaintiffs move this Court for an Order appointing **A Plus Process**

Service, Inc., APS International, Ltd. as a special process server in this matter and for such

other and further relief as the Court deems just and proper.

Respectfully submitted,

By: <u>/s/ Richard A. Voytas, Jr.</u>
          Richard A. Voytas, Jr. #52046
          Ross & Voytas, LLC
          12444 Powerscourt Drive, Suite 370
          St. Louis, Missouri 63131
          Telephone: (314) 394-0605
          Facsimile: (636) 333-1212
          rick@rossvoytas.com

ATTORNEY FOR PLAINTIFF

<u>CERTIFICATE OF SERVICE</u>

I hereby certify that on this 6th day of March, 2020, the foregoing document was filed using the Missouri E-Filing System, which sent notice of such filing to all counsel of record.

<u>/s/ Richard A. Voytas, Jr.</u>
Attorney for Plaintiff

<div align="center">

IN THE CIRCUIT COURT OF SAINT CHARLES COUNTY, MISSOURI

</div>

TRIBUS, LLC,	)	
	)	
Plaintiff,	)	
V.	)	**Case No. 2011-CC00174**
	)	
DANIEL GALE AGENCY, INC.	)	
	)	
Defendant.	)	

<div align="center">

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other and further relief as the Court deems just and proper.

Respectfully submitted,

By: /s/ Richard A. Voytas, Jr.
Richard A. Voytas, Jr. #52046
Ross & Voytas, LLC
12444 Powerscourt Drive, Suite 370
St. Louis, Missouri 63131
Telephone: (314) 394-0605
Facsimile: (636) 333-1212
rick@rossvoytas.com

ALL RISKS TO PLAINTIFF
SO APPOINTED:
DATE: 3/9/2020
By: Danielle Hebold
CHERYL CIRCUIT CLERK
CROWDER,

IN THE 11TH JUDICIAL CIRCUIT, ST. CHARLES COUNTY, MISSOURI

Judge or Division: TED HOUSE	Case Number: 2011-CC00174
Plaintiff/Petitioner: TRIBUS, LLC	Plaintiff's/Petitioner's Attorney/Address: RICHARD ANTHONY VOYTAS JR 12444 POWERSCOURT DRIVE SUITE 370 ST LOUIS, MO 63131
vs.	
Defendant/Respondent: DANIEL GALE AGENCY, INC.	Court Address: 300 N 2nd STREET SAINT CHARLES, MO 63301
Nature of Suit: CC Breach of Contract	
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Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)

The State of Missouri to: DANIEL GALE AGENCY, INC.
Alias:

36 MAIN STREET
COLD SPRING HARBOR, NY 11724

SERVE REG AGT NEW YORK STATE
DEPARTMENT OF STATE, DIV OF
CORPORATIONS, STATE RECORDS AND

UNIFORM COMMERCIAL CODE
99 WASHINGTON AVE 6TH FLOOR
ALBANY, NY 12231

COURT SEAL OF

ST. CHARLES COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

_____2/20/2020_____   _____/S/ Cheryl Crowder_____
Date   Clerk
Further Information:

Officer's or Server's Affidavit of Service

I certify that:

1. I am authorized to serve process in civil actions within the state or territory where the above summons was served.
2. My official title is _PROCESS SERVER_ of _SUFFOLK_ County, _N.Y._ (state).
3. I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

☑ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _CAROL DUNNING_ (name) _GENERAL COUNSEL_ (title).

☐ other: _____

Served at _36 MAIN ST. COLD SPRING HARBOR NY 11724_ (address)
in _Suffolk_ County, _NY_ (state), on _3-12-20_ (date) at _12:22 Pm_ (time).

Robert Qonn
Printed Name of Sheriff or Server   Signature of Sheriff or Server

Subscribed and sworn to before me this _12_ (day) _MARCH_ (month) _2020_ (year).

ANDREW SALIW
Notary Public, State of New York
No. 01SA6150673
(Seal) Qualified in Suffolk County
Commission Expires August 07, 20__

(check one) ☐ the clerk of the court of which affiant is an officer.
☐ the judge of the court of which affiant is an officer.
☑ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
☐ authorized to administer oaths. (use for court-appointed server)

_____
Signature and Title

Service Fees		
Summons	$ _____	
Non Est	$ _____	
Mileage	$ _____ (_____ miles @ $ _____ per mile)	
Total	$ _____	

See the following page for directions to officer making return on service of summons.